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1. INTERPRETATION

In this Contract:

“**BT**” means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000.

“**BT Group Company**” means a BT subsidiary or holding company, including without limitation a holding company of BT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

“**Charges**” means the charges for the Service(s) notified to the Customer by BT from time to time.

“**Contract**” means, in order of precedence, these Conditions, the applicable Service Schedule and Charges Schedule, the order form (if any) and the Registration Process.

“**Customer**” means the person so named on the order form (if any), or, the person named in the Registration Process. BT may accept instructions from another person who BT reasonably believes is acting with the Customer's authority or knowledge.

“**LAN**” means local area network.

“**Registration Process**” means the registration process described in the applicable Service Schedule.

“**Service**” means the public conferencing service provided by BT as described in the applicable Service Schedule.

“**Site**” means the place at which BT agrees to provide the Service.

“**Systems Administrator**” means a person named by the Customer as the point of contact with BT for matters relating to the provision of the Service.

“**User-ID(s)**” means the pass codes or access codes or other codes allocated by BT to the Customer, to allow the Customer to use the Service.

2. COMMENCEMENT OF THIS CONTRACT

This Contract begins on the date the Customer receives acceptance from BT following completion of the Registration Process or when the Customer starts to use the Service, whichever is the earlier.

3. PROVISION OF THE SERVICE

3.1 BT will provide the Service to the Customer on the terms of this Contract.

3.2 The provision of the Service is at all times subject to the availability of appropriate facilities and BT does not guarantee to provide the Service on each occasion that the Customer requests the Service unless specified within the Service Schedule.

3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider. BT cannot guarantee a fault free Service, and from time to time faults may occur. BT will repair faults as quickly as reasonably possible.

3.4 Occasionally BT may:

(a) for operational reasons, change the codes or the numbers used by BT for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to the Customer or any other customer; or

(c) temporarily suspend the Service because of an emergency or for operational reasons, maintenance or improvements. Service will be restored as soon as possible.

Before doing any of these things BT will give the Customer as much notice as possible.

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4. CONNECTION OF EQUIPMENT AND/ OR LAN TO THE SERVICE

The Customer must ensure that any equipment and/ or LAN:

- 4.1 connected to or used with the Service is connected and used in accordance with any applicable instructions, safety and security procedures; and
- 4.2 attached (directly or indirectly) to the Service is compliant with any relevant legislation.

5. ACCESS AND SITE REGULATIONS

- 5.1 To enable BT to carry out its obligations under this Contract, the Customer will provide BT employees and anyone acting on BT's behalf, who produces a valid identity card, with access at all reasonable times to any Site or any other premises outside BT's control.
- 5.2 BT employees and anyone acting on BT's behalf will observe the Customer's reasonable Site regulations as previously advised in writing to BT by the Customer. In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.
- 5.3 BT and the Customer will meet each other's reasonable requirements for the safety of people on any Site.

6. SECURITY

- 6.1 The Customer is responsible for the security and proper use of User IDs.
- 6.2 The Customer must take all necessary steps to ensure the User IDs are kept secure and confidential and must not disclose the User IDs to unauthorised people.
- 6.3 The Customer must immediately inform BT if there is any reason to believe that a User ID has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6.4 The Customer must not change or attempt to change a User ID. If a Customer forgets or loses a User ID the Customer must contact BT and satisfy such security checks as BT may operate.
- 6.5 BT reserves the right to suspend access to the Service and/ or change User IDs if at any time BT considers that there is or is likely to be a breach of security.

- 6.6 The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.

7. USE OF THE SERVICE

- 7.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service in any country in which it is provided.
- 7.2 Unless BT agrees otherwise in writing the Service is provided solely to the Customer and the Customer will not resell or attempt to resell the Service or any part or facility of it to any third party.
- 7.3 The Service must not be used:
 - (a) in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way fraudulent or unlawful;
 - (b) in a way that does not comply with any instructions given under paragraphs 3.4 (b) and 4.1 or by any other public telecommunications operator or other competent authority, in any country where the Service is provided;
 - (c) to send, knowingly receive, upload, download, use or re-use any information or material which is, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - (d) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
 - (e) other than, where relevant, in accordance with BT's acceptable use policies in respect of BT's public switched telephone service.
- 7.4 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:
 - (a) the Service in contravention of paragraphs 7.1 to 7.3; or
 - (b) the server capacity or any software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the

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Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT to do so;

BT may treat the contravention as a breach of this Contract for the purposes of paragraph 17.

7.5 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraphs 7.1, 7.2 or 7.3. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

7.6 The Customer is responsible for the acts and omissions of all users in connection with the Service and is liable for any failure by any users to perform or observe the terms and conditions of this Contract, including any instructions issued under paragraphs 3.4 or 4.1.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Where software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the software for that purpose.

8.2 The Customer will not, without BT's prior written consent, copy, decompile or modify the software, nor copy the manuals or documentation (except as permitted by law).

8.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

8.4 BT may offer updates or modifications to the software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at any time BT offers such updates or modifications.

9. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

9.1 BT will indemnify the Customer against any claims and proceedings arising from infringement of any intellectual property rights through BT's provision of the Service to the Customer. As a condition of this indemnity the Customer must:

- (a) notify BT promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow BT to conduct all negotiations and proceedings in respect of any claims and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance); and
- (d) allow BT to modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

9.2 The indemnity in paragraph 9.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify BT against all claims, proceedings and expenses arising from such infringements.

9.3 The limitations and exclusions of liability contained in paragraph 13 do not apply to this paragraph.

10. LAN ACCESS

10.1 If the Customer accesses the Service via a LAN, the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and Internet protocol ("IP") router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router; and
- (c) the appointment of a Systems Administrator.

The Customer acknowledges that BT is not responsible for providing any support, whether technical or otherwise, for the Customer's LAN.

10.2 Where IP addresses are allocated to the Customer, these are for use in connection only with the Service and all rights in those IP addresses belong to BT. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this

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Contract is terminated for any reason the IP addresses will revert to BT.

11. CONFIDENTIALITY

11.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of BT also its suppliers and the employees of a BT Group Company or their suppliers, who need to know the information).

11.2 This paragraph 11 will not apply to:

- (a) any information which has been published other than through a breach of this Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
- (c) information obtained from a third party who is free to disclose it; and
- (d) information which a party is requested to disclose and, if it did not, could be required to do so by law.

11.3 This paragraph 11 will remain in effect for 2 years after the termination of this Contract.

12. CHARGES AND DEPOSITS

12.1 Charges for the Service will be as specified in the Charges Schedule. Unless otherwise stated in the Charges Schedule, charging will begin when the Customer starts to use the Service. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of BT.

12.2 The Customer agrees to pay all Charges for the Service whether the Service is used by the Customer or someone else, and upon receipt of BT's invoice.

12.3 All Charges will be invoiced and paid in pounds sterling unless otherwise agreed in writing by BT. Value Added Tax or any other applicable in country sales or use tax or like charge in a country where the Service is provided which is payable by the Customer will be added to BT's invoices as appropriate.

12.4 BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

13. LIMITATION OF LIABILITY

13.1 BT accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 13.2, 13.3, and 13.4 do not apply to such liability.

13.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.

13.3 Without prejudice to any other contract which may exist between BT and the Customer for the provision of any other service, BT is not liable under this Contract in respect of, or, in connection with, any network or other service over which the Service is provided, including but not limited to BT's other networks or other services or any third party network or service.

13.4 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of any other providers of service used in connection with the Service or for faults in or failures of equipment.

13.5 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £5,000 for any one incident or series of related incidents and to £10,000 for all incidents in any period of 12 months.

13.6 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

14.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

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14.2 In the event of:

- (a) a refusal or delay by a third party to supply a telecommunications service to BT and where there is no alternative service available at reasonable cost; or
- (b) the imposition of restrictions of a legal or regulatory nature which prevent BT from supplying the Service

then BT will have no liability to the Customer for failure to supply the Service.

14.3 If any of the events detailed in paragraphs 14.1 or 14.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.

15. ESCALATION AND DISPUTE RESOLUTION

15.1 If a dispute arises between the parties to this Contract, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:

- (a) a dispute which has not been settled by the Customer's representative and the BT representative within 7 days of the matter being raised, may be escalated by either party to the first level by written notice to the other party;
- (b) if the dispute is not resolved at the first level within 7 days of escalation either party may refer the dispute to the second level.

The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other, from time to time.

15.2 If a dispute is not resolved after the procedures set out in paragraph 15.1 have been followed then, if the parties agree, the dispute will be referred to a mediator:

- (a) the mediator will be appointed by agreement of the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);
- (b) within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the

procedure to be adopted for the negotiations;

- (c) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
- (d) if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;
- (e) if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under this Contract.

16. TERMINATION OF THIS CONTRACT BY NOTICE

Either party may terminate this Contract or the Service provided on giving 30 days written notice. If the Customer terminates the Contract, Service or part of the Service, the Customer must pay any outstanding Charges as specified in the Charges Schedule.

17. BREACHES OF THIS CONTRACT

17.1 Either party may terminate this Contract or the Service (or both):

- (a) immediately on notice if the other party commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) immediately on notice if the other party commits a material breach of this Contract which cannot be remedied; or
- (c) on reasonable notice if the other party is repeatedly in breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (d) immediately on notice if the other party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary

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(otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

17.2 If BT is entitled to terminate this Contract under paragraph 17.1, BT may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the Service is suspended under this paragraph the Customer must pay the Charges for the Service until this Contract is terminated.

17.3 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

18. CHANGES TO THIS CONTRACT

18.1 If the Customer asks BT to make any changes to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Contract will be amended from the date when BT confirms the change in writing to the Customer.

18.2 BT can change the Conditions of this Contract including the Charges, unless specified otherwise in the Charges Schedule, at any time. BT will give not less than 14 days notice of the changes.

19. EXPORT CONTROL

Provision of the Service to the Customer is subject to export control law and regulations. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT can terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer

20. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party may transfer any of its rights or obligations under this Contract, without the written consent of the other, except that BT may transfer its rights or obligations (or both) to a BT Group Company or delegate its obligations to any supplier without consent.

21. GENERAL

21.1 Subject to paragraph 18.1 this Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

21.2 The parties acknowledge and agree that:

(a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

21.3 The provisions of paragraphs 21.1 and 21.2 shall not affect the parties' rights or remedies in relation to any fraud or misrepresentation.

21.4 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. NOTICES

Notices given under this Contract must, except for notice given under paragraph 3.4 be in writing and may be delivered by hand or by courier, or sent by first class post, facsimile or e-mail. Notices to be sent by first class post are to be addressed:

(a) to BT at BT Conferencing, Customer Services Manager, Wheatstone House, 650-654 Chiswick High Road, Chiswick, London W4 5SA or any alternative address which BT notifies to the Customer;

(b) to the Customer at the address to which the Customer asks BT to send invoices, the address of the Site or, if the Customer is a limited company, its registered office.

Addresses for notices to be sent by e-mail or facsimile must be agreed in writing by both parties.

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23. SEVERABILITY

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

24. LAW AND JURISDICTION

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.